

## **INDEPENDENT CONTRACTOR AGREEMENT**

**PARTIES:** R&R Restaurants, Inc. ("Company")  
dba Sassy's Bar & Grill  
an Oregon corporation  
927 SE Morrison St.  
Portland, OR 97214

Name Zoe Corrin Reinhard-Hollis ("Independent Contractor")  
Alias Honey DuBois  
Address SE Flavel St  
PDX

### **RECITALS:**

The Company is engaged in the business of selling food and beverages for on-site consumption, and of selling stage time to Independent Contractors to enable their performance in providing entertainment to patrons. The Company desires to contract and retain the unique experience and abilities of Independent Contractor as a dancer/stage performer. Independent Contractor is an independent contractor with respect to R&R Restaurants, Inc. dba Sassy's Bar & Grill ("R&R"), and is not an employee of the Company.

### **AGREEMENT:**

The parties agree as follows:

#### **Section 1. THE COMPANY**

The term "the Company" shall include R&R, all of its affiliated corporations, organizations or entities, its predecessors, successors, parent or subsidiary corporations or organizations, current or former directors, commissioners, board members, officers, employees, insurers, attorneys, agents, representatives or assigns.

#### **Section 2. RELATIONSHIP BETWEEN THE PARTIES**

**2.1** The parties intend that a relationship between Independent Contractor and the Company will be created by this Agreement. Independent Contractor is not to be considered a partner or employee of the Company for any purpose. It is understood that the Company does not agree to use Independent Contractor exclusively. It is further understood that Independent Contractor is free to contract for similar (or different) services to be performed for others while under contract with the Company.

**2.2** Company shall have no right to control the manner and means of performance by Independent Contractor. Independent Contractor shall schedule performances through an agent or other third party. When performing, Independent

Contractor has control over the conduct of his/her performance, subject to applicable laws and regulations.

### **Section 3. INDEPENDENT CONTRACTOR**

**3.1 Term.** The Company agrees to establish an Independent Contractor relationship commencing on April 1<sup>st</sup> 2007 and continuing until termination in accordance with Section 7.

**3.2 Duties.** Independent Contractor accepts a relationship with the Company on the terms and conditions set forth in this Agreement.

As part of his/her work, Independent Contractor may:

- Use any stage within Company's facility that is designated for the purpose of performance, with payment of stage fee and at times scheduled by Independent Contractor, Independent Contractor's agent, or by a third party designated by Independent Contractor;
- Perform in accordance with the laws of the State of Oregon; and
- Provide any necessary licensure or other documentation necessary for performance as an Independent Contractor under this Agreement.

### **Section 4. COMPENSATION**

Independent Contractor understands that he/she will receive no compensation from Company, but may retain any tips gained as a direct result of his/her performance. Independent Contractor understands that employment benefits are not provided under the terms of this Agreement and that all costs for health care insurance, worker's compensation insurance, and pension benefits will be responsibility of Independent Contractor. Company shall have no responsibility for paying payroll taxes of any kind, nor of withholding any taxes for any payment or tips earned by Independent Contractor.

### **Section 5. EXPENSES**

Independent Contractor shall not be entitled to reimbursement from the Company for expenses necessarily incurred by Independent Contractor in the performance of Independent Contractor's duties under this Agreement. Independent Contractor is responsible for providing all necessary tools and equipment used in his/her performance. Independent Contractor shall pay pre-determined stage fees as consideration for Company permitting the use of its performance stages.

### **Section 6. EMPLOYMENT OF ASSISTANTS**

Independent Contractor may, at Independent Contractor's own expense, employ such assistants as Independent Contractor deems necessary to perform the services permitted by the Company under this Agreement. The Company will not control, direct

or supervise Independent Contractor's assistants or employees in the performance of their services and accordingly, Independent Contractor agrees to provide worker's compensation insurance for Independent Contractor and Independent Contractor's employees and agents and agrees to hold harmless and indemnify the Company for any and all claims out of injury, disability, or death of Independent Contractor or Independent Contractor's employees or agents.

#### **Section 7. LIABILITY INSURANCE**

Independent Contractor agrees to maintain liability insurance policies to cover any negligent act or acts committed by Independent Contractor or Independent Contractor's employees or agents during the performance of any duties of this Agreement. Further, Independent Contractor agrees to hold the Company free and harmless of any and all claims arising from any such negligent acts or omissions.

#### **Section 8. FACILITIES**

Independent Contractor shall be provided such facilities and cooperation at the Company's place of business that Independent Contractor requests and that are necessary for the performance of Independent Contractor's duties under this Agreement.

#### **Section 9. TERMINATION OF AGREEMENT**

Either the Company or Independent Contractor may terminate the Independent Contractor Agreement for any reason. The Company shall have the right to terminate the Independent Contractor Agreement at will, at any time, without notice and without payment of compensation in lieu of notice.

#### **Section 10. REPRESENTATIONS AND WARRANTIES**

Independent Contractor represents and warrants to the Company that Independent Contractor is fully licensed as required by law to enter into this Agreement.

#### **Section 11. GOVERNING LAW; ATTORNEY FEES**

The jurisdiction for the resolution of any disputes under this Agreement shall be the State of Oregon. Venue shall be in Multnomah County. This Agreement shall be governed and construed in accordance with the laws of the State of Oregon. In the event this Agreement results in any sort of litigation between the undersigned parties or their representative (s), the prevailing party as determined by the Court shall be awarded its reasonable costs and attorney fees at trial and appeal.

#### **Section 12. WAIVER; ENTIRE AGREEMENT; MODIFICATION**

No waiver of any breach of any covenant or provision contained here shall be deemed a waiver of any preceding or succeeding breach thereof, or of any other covenant or provision herein contained. This Agreement sets forth the entire understanding of the

parties. This Agreement supersedes any and all prior negotiation, discussions, agreements and understandings between the parties. This Agreement may not be modified or amended except by a written agreement executed by both parties. If any provision of this Agreement is deemed to be unenforceable for any reason, the remaining provisions shall be construed as if the unenforceable provision did not exist.

### **Section 13. ASSIGNMENT**

Independent Contractor may not assign this Agreement nor duties or obligations under this Agreement.

### **Section 14. INDEMNIFICATION**

Independent Contractor agrees to indemnify and hold the Company harmless from all claims, losses, expenses, fees including attorney fees, cost, and judgments that may be asserted against the Company that results from the acts or omissions of Independent Contractor, Independent Contractor's employees, if any, and Independent Contractor's agents.

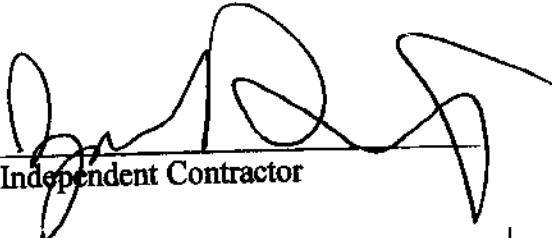
### **Section 15. SEVERABILITY**

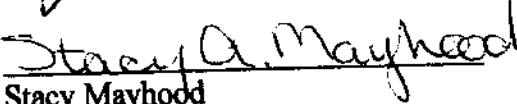
If any part of this Agreement is held to be unenforceable, the rest of this Agreement shall nevertheless remain in full force and effect.

**EACH OF THE UNDERSIGNED STATES THAT HE OR SHE HAS BEEN ADVISED TO CONSULT INDEPENDENT LEGAL COUNSEL AND HAS CAREFULLY READ THIS AGREEMENT IN ITS ENTIRETY, THAT NO PROMISE, INDUCEMENT OR UNDERSTANDING NOT HEREIN EXPRESSED HAS BEEN MADE TO THE UNDERSIGNED, AND THAT THE UNDERSIGNED VOLUNTARILY AND KNOWINGLY ACCEPTS THE AGREEMENT'S TERMS AND CONDITIONS HEREIN.**

6-7-17  
Date

6-7-17  
Date

  
Independent Contractor

  
Stacy Mayhood  
President, R&R Restaurants, Inc.  
dba Sassy's Bar & Grill